

## SECOND CHANCE PROGRAM CONTRACT

### DRIVING UNDER THE INFLUENCE PROGRAM

**GOALS:** To increase the level of awareness and acceptance of program participants' drinking or substance abuse, and to provide counseling which will encourage participants to take responsibility for their own recovery.

**OBJECTIVES:**

1. To educate each client by providing information about alcoholism or drug abuse and its impact on the individual, family and community.
2. To motivate each client to understand and accept the responsibility for their individual decision to reduce or abstain from alcohol or other substance abuse.
3. To support and encourage each client to make appropriate and permanent lifestyle changes, which will prevent further DUI offenses.

**PROGRAM REQUIREMENTS:** The time frames are minimum as they can be affected by absences.

First year:

- |  |  |
|--|--|
| <p><b>Education:</b> <u>12 hours:</u></p> <p><b>Group:</b> <u>52 hours:</u></p> <p><b>Individual:</b> <u>26 sessions:</u></p> <p><b>Self Help:</b> <u>10 meetings:</u></p> | <p>6 two-hour education classes.</p> <p>26 biweekly <b>group</b>-counseling sessions, which are two hours in length.</p> <p>26 biweekly <b>individual</b> interview sessions of approximately 20 minutes each for the first year</p> <p>10 Alcoholics Anonymous (AA) or other <b>self-help</b> meetings in the first six months.</p> |
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- Final Phase (last six months): *All of the above must be met prior to entering the Final Phase, which consists of:*
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|--|--|
| <p><b>Group:</b> <u>5 hours:</u></p> <p><b>Individual:</b> <u>1/2 hour:</u></p> <p><b>Self Help:</b> <u>12 meetings:</u></p> | <p>5 one-hour monthly <b>group</b> sessions (which can include homework assignments)</p> <p>PLUS one half-hour <b>individual</b> exit interview.</p> <p>12 Alcoholics Anonymous (AA) or other <b>self-help</b> meetings to be documented at the rate of two per month spread out over different weeks.</p> |
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**PROGRAM RULES AND REGULATIONS:**

1. Attendance is required each week for the duration of the program. No earlier completions than 18 Months.
2. There are 26 mandatory group meetings and 6 education classes. You will be charged for the missed meeting and it must be made up prior to completion of the one year component; thereby extending program participation. Individual absences must be made up within seven days.
3. If you are more than five minutes late for an individual or group session you will not be admitted nor given credit for that meeting and it will be charged as an absence.
4. Participation is important. You are expected to participate in all group activities and education classes fully. You may be returned to court for inappropriate behavior including that which is a barrier to the participation of others

Requirements For Program Termination

1. Exceeding the number of Absences allowed in Section 9876(d) Second Chance clients. You get **ten (10)** absences and you will be returned to court on the 11th absence.
2. Failure to start services within 21 days of enrollment or transfer.
3. Anyone arriving for an appointment with the odor of alcohol or showing signs of drinking or drug use will be assessed by program staff, which may include the use of breath testing. If a client is determined to be under the influence of alcohol or drugs they shall be asked to leave, not drive and will be returned to court or terminated from the program (if DMV referral)
4. Failure to maintain program sobriety in accordance with Section 9874. Failure to submit to a breath/urine test.
5. Failure to comply with service provider's rules and regulations.
6. Failure to pay, within 30 days of the due date, the program fees assessed in accordance with section 9879, or failure to reschedule a financial interview within the provisions of section 9879(j).
7. Physically or verbally abusive to staff or other participants.
8. Failure to maintain physical contact with the program for 21 or more consecutive days, without obtaining approval for a leave of absence.
9. Upon adjudication, client discovers they previously enrolled in the wrong program. Client will forfeit all time and fees spent on services already provided and the fees and services will not be transferred to the correct program.
10. DAS shall give credit for services attended prior to dismissal if the participant re-enrolls within two years.
11. Failure to comply with additional County requirements.

**FEES FOR SECOND CHANCE PROGRAM SERVICES:** see accompanying fee sheet.

The County of San Luis Obispo charges certain fees to those who are referred to this program. The fees are set by County Ordinance and are subject to change from time to time, as the cost of operating the program changes. Usually, fees are updated on an annual basis.

- ▶ I acknowledge that I have been advised of the current fees, which are listed on the attached sheet. I understand, however, that I will be obligated to pay whatever fees are in effect at the time fees are payable; as explained below.
- ▶ The initial registration fee shall be as indicated on the attached sheet and shall not be changed retroactively.
- ▶ If any of the other fees described on the attached sheet are assessed against me, I shall be obligated to pay the amount in effect at the time of assessment, which may be different from the amount shown on the attached sheet.

The undersigned certifies that he/she has read the foregoing and has received a copy of this agreement. The undersigned further agrees that failure to comply with the provisions of this contract will result in referral back to court or other agencies for non-compliance.

\_\_\_\_\_  
Staff signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Registration Date/Intake

CLIENT NAME: \_\_\_\_\_

CLIENT #: \_\_\_\_\_

**DRUG AND ALCOHOL SERVICES OF SAN LUIS OBISPO COUNTY**  
**DRIVING UNDER THE INFLUENCE PROGRAM FEE AGREEMENT**

**Program Cost:** There is a \$90 registration fee included in the \$200 down payment at the time of intake. The cost of the program is \$30 per scheduled session – whether attended or not – until the program requirements are met. Therefore, missed sessions will result in additional charges and extend the length of the program. Fees are due and payable every 7, 14, or 30 days as agreed upon and initialed below, but may be paid in advance or in full. Refunds will be issued for those services paid in advance and not provided by the program, generally within two weeks of request.

**Failure to Pay:** Non-payment of fees is a violation of this contract and probation status. Clients may be returned to court for non-payment. Minimum payments must be made according to the contract schedule. A fee of **\$32** will be assessed for returned checks. If you fail to meet all of the financial obligations of this contract, your account will be turned over to the Probation Department Collection Unit for the enforcement of collection of this debt. Prior to any reinstatement to the program, all outstanding program and other fees must be paid in full.

**Inability to Pay:** Services will not be denied because of the inability to pay. The Program Supervisor or Specialist will determine fee arrangements on an individual basis based on verification of gross income.

**Other Fees assessed:**

- \$30 for a missed meeting
- \$43 for a Leave of Absence
- \$26 for a urine/drug screen
- \$76 to reinstate into the program, or transfer in/out of the county. Clients who transfer out will only pay for those services provided prior to the transfer

**Agreement:** By signing this agreement, I acknowledge that I have waived my right to an initial financial assessment conducted in accordance with the California Code of Regulations, Chapter 3, Division 4, Title 9, and agree to pay the total program fee. I also understand and agree to the condition that the Department of Motor Vehicles completion certificate shall not be issued until all program fees have been paid in full. A final payment in cash, credit card or money order ensures timely issuance of Notice of Completion.

**I understand that:**

- I am liable for the total program fee as well as any additional fees that the program is approved to assess (missed meeting, transfer, reinstatement, etc.) prior to the issuance of the Notice of Completion.
- The total program fee shall be paid within the mandated duration of participation or the extended payment plan if requested and granted by the program.
- I also understand that a financial re-assessment will be conducted upon my request, when my scheduled payment is delinquent or prior to dismissal from the program for failure to pay the program fee.

	WET RECKLESS PROGRAM	YOUNG ADULT PROGRAM (I)	FIRST OFFENDER PROGRAM	YOUNG ADULT PROGRAM (2)	EXTENDED FIRST OFFENDER	SECOND CHANCE
PROGRAM FEE (Without additional fees)	\$296	\$296	\$656	\$656	\$1,166	\$2,036
DOWN PAYMENT	\$200	\$200	\$200	\$200	\$200	\$200
BALANCE DUE (Adjusted balance due after down payment)	\$96	\$96	\$456	\$456	\$966	\$1,836

**PAYMENT CYCLES:** I agree to pay the following cycle of payments: (Initial next to payment cycle for the program that you are enrolling in.)

Every 7 days _____	N/A	N/A	\$38	\$38	\$27	\$26
Every 14 days _____	N/A	N/A	\$76	\$76	\$54	\$51
Every 30 days _____	\$96	\$96	\$152	\$152	\$107	\$102

Specialist's signature \_\_\_\_\_ Date \_\_\_\_\_

Client's signature \_\_\_\_\_ Date \_\_\_\_\_

**CLIENT NAME:** \_\_\_\_\_

**CLIENT NUMBER:** \_\_\_\_\_

**San Luis Obispo County**  
**Drug & Alcohol Services**

**CLIENT'S RIGHTS AND GRIEVANCE PROCEDURE**

Services are offered without discrimination by race, religion, color, national origin, ancestry, physical or mental disabilities, medical condition, marital status, age, sex, sexual preference or ability to pay. All treatment procedures will be discussed with clients and clients are free to withdraw from services at any time. Federal Law (CFR42) protects confidentiality of services at this facility and no information that will identify a client will be released without client's specific written consent. *Exceptions to this confidentiality are: medical emergencies, a judge's order to release the information, suspected abuse of a child, dependent adult or elder, or in the event that a client is of danger to self or someone else.*

Each Medi-Cal beneficiary has the right to a fair hearing related to denial, termination or reduction of Drug Medi-Cal services. Procedures outlined in Title 22, California Code of Regulations, Sections 50951 and 51014.1; Welfare and Institutions Code, Sections 10951 through 10965; and the Department of Social Services (DSS) Manual of Policy and Procedures, this organization, the Utilization Review Committee, and the beneficiary will follow Chapter 22.

Access to treatment files is in accordance with Executive Order #B-22/76.

The drug treatment program will comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and California Government Code Section 11135, et seq.

**Client Rights:** During participation in the program, the client has the right to the following:

1. Be provided with a clean environment free from health and safety hazards.
2. Be free from humiliation, intimidation, ridicule, coercion, threats, or physical or verbal abuse from program staff or other program participants.
3. Have program rules, requirements, fees and payment schedules explained.
4. File a written grievance with the Program Supervisor pursuant to the following procedures.

**Grievance Procedures:** the specialist assigned to your case can handle most questions, comments or complaints. **However, in the case where satisfactory resolution is not obtained:**

1. **Written Grievance:** A client has the right to appeal any program decision by expressing his/her concerns in writing within five (5) working days of that decision. This written request for consideration must contain a statement of the program decision being appealed, the name of the participant, the date of the decision, and the participant's basis of appeal.
2. **Submission of Grievance to the Program Supervisor:** The client must submit the above-described written appeal within five (5) days of the decision in question to the Program Supervisor. The Program Supervisor, or his/her designee if the Program Supervisor is on leave during this period, shall respond in writing to the client within fifteen (15) working days.
3. **Submission of Grievance to the Division Manager:** If the client is not satisfied with the response received from the Program Supervisor, the participant may send the written grievance to the Division Manager or within five (5) working days of the receipt of the response from the Program Supervisor. The Division Manager or his/her designee in turn must respond in writing to the client within fifteen (15) working days.

**Address: Drug and Alcohol Services Program Supervisor/Division Manager at 2180 Johnson Ave., San Luis Obispo, CA 93401**

**Grievances regarding any action, complaints or appeals may also be addressed to the State Department of Alcohol and Drug Programs, Residential and Outpatient Programs Compliance Branch, 1700 K Street, Third Floor, Sacramento, CA 95814. Phone: (916) 322-2911 or call 1-800-743-8525 or T.D. 1-800-952-8349.** Program rules and regulations are in compliance with State of California Alcohol and other Drug Programs Certification Standards.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_ have discussed the Client's Rights and grievance process with this client.

\_\_\_\_\_  
Specialist Name(Please Print)

**Client Name** \_\_\_\_\_

**Client #** \_\_\_\_\_